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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ION MEDIA NETWORKS, INC.,
D/B/A BOUNCE MEDIA, LLC, a
Delaware corporation,

Plaintiff/Counterdefendant,

v.

COPPER BEECHES, INC. a
California corporation,

Defendant/Counterclaimant.

Case No. 2:24-cv-00819-RGK-PD

**STIPULATED PROTECTIVE
ORDER**

☒ Check if submitted without
material modifications to PD form

The Hon. R. Gary Klauser

The Hon. Patricia Donahue

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation

1 may be warranted. Accordingly, the parties hereby stipulate to and petition
2 the Court to enter the following Stipulated Protective Order. The parties
3 acknowledge that this Order does not confer blanket protections on all
4 disclosures or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or items that
6 are entitled to confidential treatment under the applicable legal principles.
7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential
9 information under seal; Civil Local Rule 79-5 sets forth the procedures that
10 must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal.

12 1.2 GOOD CAUSE STATEMENT

13 This action is likely to involve commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and
15 from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their handling
27 at the end of the litigation, and serve the ends of justice, a protective order for such
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5
6 2. DEFINITIONS

7 2.1 Action: The above-captioned case, *Ion Media Networks, Inc. d/b/a*
8 *Bounce Media, LLC v. Copper Beeches*, Case No. 2:24-cv-00819-RGK-PD (C.D.
9 Cal.).

10 2.2 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information (regardless
13 of how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above
15 in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
17 as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates
19 information or items that it produces in disclosures or in responses to
20 discovery as "CONFIDENTIAL."

21 2.6 Disclosure or Discovery Material: all items or information,
22 regardless of the medium or manner in which it is generated, stored, or
23 maintained (including, among other things, testimony, transcripts, and
24 tangible things), that are produced or generated in disclosures or responses to
25 discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a
27 matter pertinent to the litigation who has been retained by a Party or its
28 counsel to serve as an expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any
3 other outside counsel.

4 2.9 Non-Party: any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this
8 Action and have appeared in this Action on behalf of that party or are
9 affiliated with a law firm which has appeared on behalf of that party, and
10 includes support staff.

11 2.11 Party: any party to this Action, including all of its officers,
12 directors, employees, consultants, retained experts, and Outside Counsel of
13 Record (and their support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure
15 or Discovery Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing
18 exhibits or demonstrations, and organizing, storing, or retrieving data in any
19 form or medium) and their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL."

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24
25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected
3 Material.

4 Any use of Protected Material at trial will be governed by the orders of
5 the trial judge. This Order does not govern the use of Protected Material at
6 trial.

7
8 4. DURATION

9 Even after final disposition of this litigation, the confidentiality
10 obligations imposed by this Order will remain in effect until a Designating
11 Party agrees otherwise in writing or a court order otherwise directs. Final
12 disposition will be deemed to be the later of (1) dismissal of all claims and
13 defenses in this Action, with or without prejudice; and (2) final judgment
14 herein after the completion and exhaustion of all appeals, rehearings,
15 remands, trials, or reviews of this Action, including the time limits for filing
16 any motions or applications for extension of time pursuant to applicable law.

17
18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for
20 Protection. Each Party or Non-Party that designates information or items for
21 protection under this Order must take care to limit any such designation to
22 specific material that qualifies under the appropriate standards. The
23 Designating Party must designate for protection only those parts of material,
24 documents, items, or oral or written communications that qualify so that other
25 portions of the material, documents, items, or communications for which
26 protection is not warranted are not swept unjustifiably within the ambit of
27 this Order.

1 Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been made
3 for an improper purpose (e.g., to unnecessarily encumber the case development
4 process or to impose unnecessary expenses and burdens on other parties) may
5 expose the Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items
7 that it designated for protection do not qualify for protection, that Designating
8 Party must promptly notify all other Parties that it is withdrawing the
9 inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise
11 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or
12 as otherwise stipulated or ordered, Disclosure or Discovery Material that
13 qualifies for protection under this Order must be clearly so designated before
14 the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
20 contains protected material. If only a portion or portions of the material on a
21 page qualifies for protection, the Producing Party also must clearly identify
22 the protected portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for
24 inspection need not designate them for protection until after the inspecting
25 Party has indicated which documents it would like copied and produced.
26 During the inspection and before the designation, all of the material made
27 available for inspection will be deemed "CONFIDENTIAL." After the
28 inspecting Party has identified the documents it wants copied and produced,

1 the Producing Party must determine which documents, or portions thereof,
2 qualify for protection under this Order. Then, before producing the specified
3 documents, the Producing Party must affix the “CONFIDENTIAL legend” to
4 each page that contains Protected Material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party also must
6 clearly identify the protected portion(s) (e.g., by making appropriate markings
7 in the margins).

8 (b) for testimony given in depositions that the Designating Party
9 identify the Disclosure or Discovery Material on the record, before the close of
10 the deposition all protected testimony.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Producing Party affix in a prominent
13 place on the exterior of the container or containers in which the information is
14 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
15 information warrants protection, the Producing Party, to the extent
16 practicable, will identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an
18 inadvertent failure to designate qualified information or items does not,
19 standing alone, waive the Designating Party’s right to secure protection under
20 this Order for such material. Upon timely correction of a designation, the
21 Receiving Party must make reasonable efforts to assure that the material is
22 treated in accordance with the provisions of this Order.

23 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order.
28

1 6.2 Meet and Confer. The Challenging Party will initiate the dispute
2 resolution process (and, if necessary, file a discovery motion) under Local Rule
3 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding will be
5 on the Designating Party. Frivolous challenges, and those made for an
6 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
7 on other parties) may expose the Challenging Party to sanctions. Unless the
8 Designating Party has waived or withdrawn the confidentiality designation,
9 all parties will continue to afford the material in question the level of
10 protection to which it is entitled under the Producing Party's designation until
11 the Court rules on the challenge.

12 13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material
15 that is disclosed or produced by another Party or by a Non-Party in connection
16 with this Action only for prosecuting, defending, or attempting to settle this
17 Action. Such Protected Material may be disclosed only to the categories of
18 persons and under the conditions described in this Order. When the Action has
19 been terminated, a Receiving Party must comply with the provisions of section
20 13 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party
22 at a location and in a secure manner that ensures that access is limited to the
23 persons authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating
26 Party, a Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:
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1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel)
5 of the Receiving Party to whom disclosure is reasonably necessary for this
6 Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and
13 Professional Vendors to whom disclosure is reasonably necessary for this
14 Action and who have signed the "Acknowledgment and Agreement to Be
15 Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the information
17 or a custodian or other person who otherwise possessed or knew the
18 information;

19 (h) during their depositions, witnesses ,and attorneys for witnesses,
20 in the Action to whom disclosure is reasonably necessary provided: (1) the
21 deposing party requests that the witness sign the form attached as Exhibit A
22 hereto; and (2) they will not be permitted to keep any confidential information
23 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit
24 A), unless otherwise agreed by the Designating Party or ordered by the court.
25 Pages of transcribed deposition testimony or exhibits to depositions that reveal
26 Protected Material may be separately bound by the court reporter and may not
27 be disclosed to anyone except as permitted under this Stipulated Protective
28 Order; and

1 (i) any mediator or settlement officer, and their supporting
2 personnel, mutually agreed upon by any of the parties engaged in settlement
3 discussions.

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6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated in
10 this Action as “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such
12 notification will include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or
14 order to issue in the other litigation that some or all of the material covered by
15 the subpoena or order is subject to this Protective Order. Such notification
16 will include a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party
20 served with the subpoena or court order will not produce any information
21 designated in this action as “CONFIDENTIAL” before a determination by the
22 court from which the subpoena or order issued, unless the Party has obtained
23 the Designating Party’s permission. The Designating Party will bear the
24 burden and expense of seeking protection in that court of its confidential
25 material and nothing in these provisions should be construed as authorizing or
26 encouraging a Receiving Party in this Action to disobey a lawful directive from
27 another court.
28

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by
4 a Non-Party in this Action and designated as "CONFIDENTIAL." Such
5 information produced by Non-Parties in connection with this litigation is
6 protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request,
10 to produce a Non-Party's confidential information in its possession, and the
11 Party is subject to an agreement with the Non-Party not to produce the Non-
12 Party's confidential information, then the Party will:

13 (1) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for inspection by the
20 Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court
22 within 14 days of receiving the notice and accompanying information, the
23 Receiving Party may produce the Non-Party's confidential information
24 responsive to the discovery request. If the Non-Party timely seeks a protective
25 order, the Receiving Party will not produce any information in its possession
26 or control that is subject to the confidentiality agreement with the Non-Party
27 before a determination by the court. Absent a court order to the contrary, the
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1 Non-Party will bear the burden and expense of seeking protection in this court
2 of its Protected Material.

3
4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not
7 authorized under this Stipulated Protective Order, the Receiving Party must
8 immediately (a) notify in writing the Designating Party of the unauthorized
9 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
10 Protected Material, (c) inform the person or persons to whom unauthorized
11 disclosures were made of all the terms of this Order, and (d) request such
12 person or persons to execute the “Acknowledgment and Agreement to Be
13 Bound” that is attached hereto as Exhibit A.

14
15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other
19 protection, the obligations of the Receiving Parties are those set forth in
20 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
21 modify whatever procedure may be established in an e-discovery order that
22 provides for production without prior privilege review. Pursuant to Federal
23 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
24 the effect of disclosure of a communication or information covered by the
25 attorney-client privilege or work product protection, the parties may
26 incorporate their agreement in the stipulated protective order submitted to the
27 court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right
3 of any person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of
5 this Protective Order no Party waives any right it otherwise would have to
6 object to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any
8 right to object on any ground to use in evidence of any of the material covered
9 by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal
11 any Protected Material must comply with Civil Local Rule 79-5. Protected
12 Material may only be filed under seal pursuant to a court order authorizing
13 the sealing of the specific Protected Material at issue. If a Party's request to
14 file Protected Material under seal is denied by the court, then the Receiving
15 Party may file the information in the public record unless otherwise
16 instructed by the court.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4,
20 within 60 days of a written request by the Designating Party, each Receiving
21 Party must return all Protected Material to the Producing Party or destroy
22 such material. As used in this subdivision, "all Protected Material" includes
23 all copies, abstracts, compilations, summaries, and any other format
24 reproducing or capturing any of the Protected Material. Whether the
25 Protected Material is returned or destroyed, the Receiving Party must submit
26 a written certification to the Producing Party (and, if not the same person or
27 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
28 category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2) affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or any other format reproducing or
3 capturing any of the Protected Material. Notwithstanding this provision,
4 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
5 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
6 deposition and trial exhibits, expert reports, attorney work product, and
7 consultant and expert work product, even if such materials contain Protected
8 Material. Any such archival copies that contain or constitute Protected
9 Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION).

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12 14. Any willful violation of this Order may be punished by civil or criminal
13 contempt proceedings, financial or evidentiary sanctions, reference to
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1 disciplinary authorities, or other appropriate action at the discretion of the
2 Court.

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4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Dated: May 29, 2024

BARNES & THORNBURG LLP

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7
8 By: /s/ Amy C. Poyer

9 Eric S. Fisher

Amy C. Poyer

10 Attorneys for Plaintiff and
Counter-defendant

11 Ion Media Networks, Inc., d/b/a
Bounce Media, LLC

12
13 Dated: May 29, 2024

SANDERS ROBERTS LLP

14
15
16 By: /s/ Navdeep K. Singh

17 Lawrence Hinkle

Jason Ziven

Navdeep K. Singh

18 Attorneys for Defendant and
Counterclaimant

19 Copper Beeches, Inc.

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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22
23
24 DATED: May 31, 2024

Patricia Donahue

25 HON. PATRICIA DONAHUE

26 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____
[full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date]
in the case of _____ **[insert case name and number]**. I agree to
comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the
terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint

_____ **[full name]** of
_____ **[full address and telephone
number]** as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

1 *Filer's Attestation: Pursuant to Local Rule 5-4.3(a)(2)(1), the filer hereby attests*
2 *that concurrence in the filing of this document and its contents was obtained from*
3 *all signatories listed above.*
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